

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

IFB No. 2016-01

**HOT-IN-PLACE RECYCLING PROGRAM
CAPITAL PROJECT NO. H-2017**

OPENING: JULY 22, 2015 at 2:00 p.m.

PRE-BID CONFERENCE: JULY 10, 2015 at 10:00 a.m.

BUYER: Robert Bowins, Senior Buyer
PHONE: (410) 313-6375
EMAIL: rbowins@howardcountymd.gov



Formal IFBs and IFBs Results are available on the Website:
www.howardcountymd.gov/purchasing

KEY INFORMATION SUMMARY

IFB No.:	IFB 2016-01
IFB Name:	HOT-IN-PLACE RECYCLING PROGRAM
Issue Date:	July 01, 2015
Buyer:	Robert Bowins, Senior Buyer rbowins@howardcountymd.gov 410-313-6375
Pre-Bid Date:	July 10, 2015 at 10:00 a.m.
Pre-Bid Location	Highways Dayton Maintenance 4301 MD Route 32 Dayton , MD 21036
Questions Due and to Whom:	Questions due no later than 4:00 p.m. on July 14, 2015 submit questions to: Robert Bowins at rbowins@howardcountymd.gov
Bid Due:	July 22, 2015 at 2:00 p.m.
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	One year with four one-year renewal options
Bid Deposit/ Performance Bond:	Yes, both are required. Refer to Section A, paragraph(s) 4 and 5
EBO Subcontracting Participation:	10% Refer to Section F, Bid Submittals

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-6370.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential bidder's responsibility to regularly visit the PlanWell web site (www.e-arc.com/md/columbia) or the Office of Purchasing web site (www.howardcountymd.gov/purchasing) for addenda to solicitations.

In order to receive notification of addenda, potential bidders must be registered on the Planholders List by registering on PlanWell.

Howard County, Maryland
Office of Purchasing
Gateway Building, 5th Floor
6751 Columbia Gateway Drive
Columbia, Maryland 21046

INVITATION FOR BID 2016-01
HOT-IN-PLACE RECYCLING PROGRAM
CAPITAL PROJECT NUMBER H-2017

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**IMPORTANT: ADVISE OFFICE OF PURCHASING IMMEDIATELY IN THE EVENT ANY
OF THE ABOVE SECTIONS ARE MISSING.**

INFORMATION FOR **CONTRACTORS**

INFORMATION FOR CONTRACTORS

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INFORMATION FOR CONTRACTORS

1. SUBMISSION OF BID DOCUMENTS

- 1.1 This Invitation to Bid requires the return of all Bid Submittals, Section “F”. Failure to return the required documents may be cause for rejection of bid.
- 1.2 The required bid documents shall be submitted, in Duplicate (an Original and 1 Copy), to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the date and time specified in the Notice of Letting. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following the bid opening date.
- 1.3 Each bid must be submitted in a sealed envelope plainly marked to indicate its contents. The envelope shall be addressed to the Howard County, Maryland, Office of Purchasing at the address noted on the Notice of Letting and shall include the project name, capital project number (contract number if applicable), the bid opening date and the time of bid opening on the envelope. All bids shall be filed prior to the time and at the place specified in the Invitation for Bids, as amended by any applicable addenda. Bids received after the time of opening of bids will be returned to the Bidder unopened.
- 1.4 Proposals made on anything other than the attached documents will not be considered. Changes in phraseology of the proposal, additions, or limiting provisions, will render the proposal nonresponsive and may cause its rejection.
- 1.5 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.6 The Foreign Services Disclosure Form must accompany bids for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.7 All bidders must be familiar with the general conditions, terms, and regulations for the bid. In case of conflicts between the contract documents, the order of precedence shall be: (1) Addenda to Invitations for Bids; (2) Information for Contractors; (3) Special Provisions; (4) Plans (Drawings); (5) Technical Specifications; (6) Volume IV Design Manual, Standard Specifications and Details for Construction; (7) SHA Standard “Standard Specifications for Construction and Materials” (January, 2008).
- 1.8 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in writing not later than ten (10) days prior to the

scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by addenda.

- 1.9 The submission of a proposal on this work and service will be considered as a representation that the bidder has carefully investigated (1) all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, (2) the entire area to be serviced as described in the attached specifications and other contract documents and that the bidder is fully informed concerning the conditions to be encountered; and (3) the character, quality and quantity of work to be performed and equipment and materials to be furnished. Also, that the bidder is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
- 1.10 Any quantities given under the various items of the proposal are approximate only and subject to increase or decrease, as provided in the contract, without changing the unit prices to be paid for the work.
- 1.11 Bidders must not change any item in the proposal for which the County has stipulated a price. Any such change will cause rejection of the proposal.
- 1.12 The right is hereby reserved to reject any or all proposals, and to waive informalities as the interest of the County may require.

2. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the Notice of Letting. Bidder attendance is not required but strongly encouraged.

3. PROJECT MANAGER

The Howard County Project Manager for this contract is Mr. Aden Brown, telephone number: (410) 313-7450.

4. BID DEPOSIT

A bid deposit, in the form of a certified check, cashier's check, or bid bond, shall accompany this proposal. The bid deposit shall be (2% of the total bid for Total Bids less than \$ 100,000, and 5% of the total bid for Total Bids of \$ 100,000 and greater), made payable to "Director of Finance, Howard County."

5. PERFORMANCE/PAYMENT BOND

A performance bond and payment bond for the full amount of the contract price shall be required of the successful bidder within 10 days after award notification. Said bond shall be issued by a surety company subject to approval of Howard County.

6. BIDDER'S QUALIFICATIONS

- 6.1 The contractor shall have a minimum of five years' experience in hot in-place pavement recycling, including at least three years' experience with a recycling train with satisfactory performance on a project completed under Asphalt Recycling and Reclaiming Association (ARRA); State Department of Transportation; or similarly stringent specifications. The contractor shall own the equipment with which he intends to complete the contract, if so awarded. Contractors shall document this experience on the Qualifications Questionnaire (Document F), and provide a detailed list of recently completed projects meeting the specified experience requirements.
- 6.2 The contractor shall own, or have access to a working laboratory. The laboratory shall be equipped with all apparatus necessary to perform any specified tests on the asphalt emulsion, the reclaimed asphalt pavement (RAP), and briquette molding and testing procedures as per ARRA. The laboratory shall be operated by a full-time, qualified technician and shall be available for inspection and/or use by designated County personnel.
- 6.3 The contractor shall be required to take core samples of the existing pavement to determine the composition of the existing pavement. This will enable the contractor to determine the requirements for the reclaiming process for the proposed asphalt binder.
- 6.4 The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
- 6.5 The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
- 6.6 The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
- 6.7 Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

7. METHOD OF AWARD

- 7.1 Howard County intends to make awards to one or more primary Contractors, effectively to the lowest responsive responsible Contractors meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Bid. The County estimates the total value of all contracts awarded under this solicitation to be \$2 million per year.
- 7.2 The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
- 7.3 If only one bid is received, the County reserves the right to award a single Contractor if it is in the best interest of the County.

8. TERMS OF AGREEMENT

- 8.1 This is a requirements type contract for 1 year commencing after approval and proper execution of the contract documents, with renewal options for 4 additional years in one year increments, exercisable at the sole discretion of the County.
- 8.2 In the event the County exercises its option to renew this contract beyond the initial 1 year period, the prices for each renewal term shall be the price bid for the initial contract.

9. WORK SCHEDULE

- 9.1 The County observes a five-day workweek and the following holidays:

January 1	New Year's Day
January (3 rd Monday)	Martin Luther King Day
February (3 rd Monday)	President's Day
May (fourth Monday)	Memorial Day
July 4	Independence Day
September (1 st Monday)	Labor Day
November 11	Veterans Day
November (4 th Thursday)	Thanksgiving Day
November (4 th Friday)	Day after Thanksgiving
December 25	Christmas Day

- 9.2 If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.
- 9.3 The Contractor will not be permitted to work on the above-mentioned holidays or Saturdays unless requested 48 hours in advance by written notice. The Engineer will authorize this in writing and the Contractor will not be charged for the inspector's time. In the event that the Contractor fails to work its forces as indicated in its written request,

it shall be charged a minimum of one-half (1/2) day for inspection time at the overtime rate.

- 9.4 The normal number of working hours per day on this contract will be limited to nine (9), unless otherwise authorized by the Engineer in writing.
- 9.5 In case of emergency, which may require that work be done on Saturdays, Sundays, Holidays, or longer than nine hours per day, the Contractor shall request permission of the Engineer to do so. If, in the opinion of the Engineer, the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Engineer a bona fide emergency exists, he may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

10. PROHIBITIONS AGAINST DISCRIMINATION

The Contractor and all subcontractors shall not engage in any unlawful employment practice prohibited by law in connection with the work to be done under this contract. The Contractor shall not discriminate against any employee or applicant on the basis of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, creed, color or national origin.

11. COOPERATIVE PURCHASING

- 11.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 11.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

12. PROTEST

Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

13. AUTHORITY

Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

14. MARYLAND REGISTRATION

Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.

GENERAL CONDITIONS

GENERAL CONDITIONS

The Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction, approved and adopted on May 7, 2007 and all subsequent amendments are hereby made a part of this contract. Where reference is made herein or on the Contract Drawings to the Standard Specifications, or Details, it shall be interpreted to refer to the above Howard County Specifications.

Where reference is made to the General Conditions, it shall refer to the General Conditions contained in the above referenced Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction.

1. Paragraph GC 2.22(2), **BID PROTESTS**. Change “7 days” to “10 days”.
2. Paragraph GC 7.13(b)(1)(C), **INDEMNIFICATIONS AND INSURANCE**, Commercial General Liability Insurance. Change “\$1,000,000” to “\$5,000,000”.
3. Paragraph GC 9.03(b), **PROGRESS PAYMENTS**, Monthly Estimates. First and second sentence. Change “ten percent” to “five (5) percent”.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1 GENERAL SPECIFICATIONS:

- 1.1 **Howard County officially adopted the Maryland Department of Transportation State, Highway Administration's "Standard Specifications for Construction and Materials", dated July, 2008, and all subsequent supplements and additions as the basis for all construction projects within the County, with all applicable additions and revisions as set forth in Howard County Design Manual, Volume IV - "Standard Specifications and Details for Constructions", as approved May 7, 2007 and subsequent approved amendments.**
- 1.2 In case of any conflicts between special provisions and all other provisions contained in this contract, the County will be the sole authority as to the proper procedures to follow.

2 IMPLIED WORK:

Specifications bound herein are intended to cover the complete project. It shall be distinctly understood that failure to mention specifically any work which would naturally be required to complete the project or any portion thereof shall not relieve the Contractor of his responsibility to perform such work.

3 PROJECT SCOPE:

- 3.1 The work to be performed under this contract shall consist of Hot-in-Place pavement recycling on an "As-Need" basis in Howard County, Maryland.
- 3.2 The exact limits of work will be established in the field by the County in advance of the Contractor arriving at the site.
- 3.3 The Contractor shall place all barricades and traffic controls needed to the completion of work. Streets shall be posted with "NO PARKING" signs by Contractor. At least one lane shall keep opening during the operation unless approved by the County.
- 3.4 The Contractor shall designate a Maryland State Highway Administration certified traffic manager on the site during any construction within the contract period. The contract will be terminated if this compliance could not be met.
- 3.5 All the flaggers must carry a proof of flagging certification certified by Maryland State Highway Administration and wear safety vest during construction. The contract will be terminated if this compliance could not be met. The flagging cost will be incidental to other bid items.
- 3.6 The Contractor shall place information signs at each street entrance 48 hours prior to starting any work on the streets. If a street must be re-posted, the Contractor shall re-post the streets by placing new information signs and new no-parking signs. The information signs shall explain the work schedule, a brief description of the work, the Contractor(s) name and telephone number.

4 PERMITS:

The County will obtain all permits from state agencies and affected property owners. The Contractor shall obtain all permits and pay all charges and fees, and give notice necessary and incidental to the due and lawful prosecution of the work.

5 PAYMENTS TO SUBCONTRACTORS:

Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments from proceeds of the current estimate and final estimate payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them.

6 EXISTING CONDITIONS:

Due to the nature of the project, it shall be the sole responsibility of the Contractor to establish the authenticity of existing field conditions, via personal inspection of the site prior to bidding and during construction. Although existing utilities should not interfere with the performance of the work, it shall be the sole responsibility of the Contractor to notify all of the appropriate agencies in advance of construction so that all existing utilities can be correctly located. It shall be the sole responsibility of the Contractor to protect all existing utilities and incidental structures and to repair any damage immediately.

7 ACCESS TO PROJECT:

The Contractor shall maintain access to all parts of the work at all times.

8 DRIVEWAY ACCESS:

The Contractor shall not cut off or deny access to any private driveways during construction. Property owners whose access will be affected by construction shall be notified in writing 48 hours prior to construction in the affected area, so that alternate parking arrangements can be arranged.

9 PARKING RESTRICTIONS:

9.1 Arrangements can be made to limited parking on the streets involved in this project by submitting in writing to the Traffic Engineering Division of the Department of Public Works (410-313-2430) a schedule of work with a minimum of 15 working days prior to construction operations.

9.2 It shall be the responsibility of the Contractor to coordinate implementation of the Parking Restriction Plans and the enforcement thereof with the Howard County Police Department by contacting the Traffic Division at 410-313-2207 weekdays.

10 RESTORATION OF DISTURBED SURFACE:

The Contractor shall restore all disturbed surfaces with seeding and mulch in compliance with proper sections of the Howard County Design Manual, Volume IV – “Specifications and Details for Construction”.

11 ANTI-KICKBACK REGULATIONS:

- 11.1 The Anti-Kickback Regulations issued by the Secretary of Labor (29 CFR, Part 5) are applicable to this contract. The Contractor shall comply with these Regulations, and any amendments or modifications thereof and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
- 11.2 The Department, or its representative, may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as maybe considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work (except for such deductions as are permitted in the Anti-Kickback Regulations (29 CFR, Part 3), the full amount of wages to which there are entitled under their Contractor of employment. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wage to which he is entitled under this contract of employment, the Department or its representative, may after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Payroll records shall contain the information and be preserved as required by Section 3.4 (b) of the Regulations. The Contractor shall make his employment records available for inspection by representatives of the Department and shall permit such representatives to interview employees during working hours on the job.
- 11.3 The Contractor shall insert in each of his sub-contracts, the provisions set forth in the foregoing clauses and such other stipulations as the Department may require by appropriate instructions.
- 11.4 A breach of stipulations stated above may be grounds for termination of the contract.

12 INCREASE OR DECREASE OF QUANTITIES:

- 12.1 Howard County, Maryland reserves the right to increase or decrease the quantity of material to be furnished or work to be done under any item of the bid, wherever it deems it advisable or necessary to do so and such increase or decrease shall in no way vitiate the contract.
- 12.2 The Contractor will be paid for the actual quantity of authorized work done or material furnished under each item of the bid, at the unit price stipulated for such item. In case the quantity of any item is increased as above provided, the Contractor shall not be entitled to compensation over and above the unit price bid for such item; and in case the quantity of any item is decreased as above provided, the Contractor shall have no claims for damages on account of loss of anticipated profits because of such decrease.
- 12.3 If the posted price of liquid asphalt exceeds or decreases \$550 per ton, at the time of placement on this project, the difference will be billed upon written approval from County project manager as an increase or a decrease. The justification of price of liquid asphalt shall be based on asphalt index listed on Maryland Asphalt Association website. (<http://mdasphalt.org/>)

13 INVOICING FOR PAYMENTS:

The Contractor shall submit the original and one (1) copy of the invoice for payment. The invoice shall be sent to:

Howard County Bureau of Highways
Attn: Fiscal Section
4301 MD Route 32
Dayton, Maryland 21036

The invoice for payment shall include the following information:

Purchase Order No.: _____

Date of Invoice: _____

Time Frame of Work Completed (From and To): _____

Contract Number and Name: _____

Description of Work Completed This Period (Attach approved ledger sheet from County inspector):

Amount of Contract Award (purchase order and change order, if any): \$

Total pf Previous Amounts Invoiced: \$

Amount of This Invoice: \$

Total Amount Invoiced To Date: \$

Retainage Amount To Date: \$

Amount Remaining in Contract: \$

The invoice for final payment must be stamped as "Final".

14 HOT-IN-PLACE RECYCLING:

DESCRIPTION:

This item shall be part of a multi-step process of asphalt surface rehabilitation that consists of softening the existing flexible pavement with heat and thoroughly stirring spinning or tumbling the mixture, applying an asphalt rejuvenator, milling/remixing, reshaping and compacting the hot in-place recycled surface. Installing a surface treatment or overlay is a separate and/or concurrent function of this work.

15 EQUIPMENT REQUIREMENTS:

15.1 PREHEATER:

The preheating machine shall be one self-contained machine specifically designed to heat the upper layers of the existing asphaltic pavements. The preheating machine shall be a self-propelled and completely self-contained unit capable of operating at speeds from ten (10') feet to twenty- five (25') feet per minute while uniformly heating the existing surface of the asphalt.

The heating unit shall consist of multi-rows of burners of a type specifically designed for and capable of producing 48 million BTUH; LPG will be used for the heating fuel in

compliance with the standards of the State's Air Pollution Control Laws. The BTUH production rate is based upon heating twelve (12') feet wide. Burners shall be located on the front of the heater boxes spaced no more than ten (10") inches apart to achieve proper heat penetration at the required temperature while causing no injury due to overheating the asphaltic surface.

The entire burner assembly shall be so designed so that it may be raised or lowered by a single control and capable of articulation. The burner assembly shall be adjustable in width from eight (8') feet to fourteen (14') feet. The entire heating unit shall be enclosed and vented to contain the heat and prevent damage to plant material or any structures along the roadway. Each unit shall be equipped with an on board 500 gallon water system to be used to adequately reduce the temperature of the exhaust in the venting system thereby preventing desiccation of trees and shrubs by evapotranspiration due to high heat. Hand hoses with adjustable nozzles will be placed on each unit to allow for prewetting of specific plants or objects.

15.2 HEATER-SCARIFIER:

The heater- scarifier machine shall be one self-contained machine specifically designed to reprocess upper layers of existing asphalt pavements. The heater- scarifier machine shall be a self-propelled and completely self-contained unit capable of operating at speeds of ten (10') to twenty-five (25') feet per minute while uniformly heating, scarifying, applying rejuvenator, mixing, and screeding the existing pavement to a minimum depth of one (1") to one and one-half (1-1/2") inches at a minimum temperature of 250 degrees Fahrenheit. The wheel base shall not be less than eighteen (18') feet and the total weight shall not be less than 35,000 pounds.

The heating unit shall consist of multi-rows of burners of a type specifically designed for and capable of producing 48 million BTUH; LPG will be used for the heating fuel in compliance with the standards the State's Air Pollution Control Laws. The BTUH production rate is based upon heating twelve (12') feet wide. Burners shall be located on the front of the heater boxes spaced no more than ten (10") inches apart to achieve proper heat penetration at the required temperature while causing no injury due to overheating the asphaltic surface.

The entire burner assembly shall be so designed so that it may be raised or lowered by a single control and capable of articulation. The burner assembly shall be adjustable in width from eight (8') feet to fourteen (14') feet. The entire heating unit shall be enclosed and vented to contain the heat and prevent damage to plant material or any structures along the roadway.

All equipment shall conform to Federal, State and local DOT and Fire Marshall regulations, and laws relative to the transportation of LPG.

15.3 SCARIFYING UNIT:

The scarifying unit consists of no less than two rows of spring loaded, carbide tip teeth adjustable in width from eight (8') to fourteen (14') feet in increments to one (1") inch and construction in one (1') foot sections to conform to the pavement contour to insure penetration of the teeth and prevent damage to utility structures.

15.4 SPRAYING UNIT:

Immediately behind the teeth of the scarifying unit, an application of a polymer modified rejuvenator shall be applied to the newly remixed area. Nozzle size on the spray bar and pump shall be a combination that will deliver the approved rate of application according to the forward speed of the machine in conjunction with discretion of Highways engineer. The tank on the machine shall be heated, and the heating unit on the storage tank for rejuvenator shall be thermostatically controlled to maintain an even specified temperature.

In addition to the above, it will be required that the spraying unit on the machine be equipped with an electronic, digital measuring system (computer) to constantly monitor the quantity of rejuvenating agent being applied. This device will be calibrated to show gallons used to the nearest tenth.

15.5 MILL/REMIKER UNIT:

Immediately following the application of the recycling agent, a dual-drum enclosed mill shall mill the heated asphalt to the depth of the heat thoroughly mixing the rejuvenating agent with the scarified and milled material. This mill/remixer system shall be an integral part of the scarifying machine and shall be located between the spraying system, which applies the rejuvenator, and the screed. This mill/remixer system shall be fully hydraulically operated and shall be able to work at variable speeds from 0 to 60 rpm, and shall be retractable from 14.6 ft. to 8.6 ft. wide. This mill shall also be able to break in the center to allow for quarter point and crown control.

No heater scarification can take place without this unit present and in operating condition.

15.6 SCREED AND INITIAL COMPACTION UNIT:

The hot Scarified material shall be uniformly distributed to the desired longitudinal and transverse section by the use of a heated, augered vibratory screed. The screed must be equipped with an adjustable crown control, and each end of the screed must have handwheel adjusting screws for providing the desired longitudinal and transverse section.

15.7 COMPACTION UNIT:

Immediate compaction shall take place with rolling equipment of sufficient type and size to compact the recycled bituminous material to the required density. Normally this can be accomplished with the application of an eight (8) to twelve (12) ton vibratory roller. State specifications for bituminous concrete surfaces shall apply.

16 CONSTRUCTION REQUIREMENTS

16.1 PAVEMENT PREPARATIONS:

The entire area to be resurfaced shall be cleaned of all deleterious material. If required, the Contractor shall broom clean the area prior to commencement of work or specify the subcontractor to do the same. The Contractor is required to provide traffic control. The cost of pavement preparation shall be incidental to other bid items.

16.2 HEATING, SCARIFYING AND REJUVENATING:

The existing asphaltic material shall be heated, scarified and mixed to a minimum depth of one (1") inch. Under no circumstances shall the scarifying teeth penetrate into the existing base.

The heated polymer modified rejuvenator shall be applied immediately following the scarifying teeth. The polymer modified rejuvenator is specifically formulated for use with the hot in-place recycling, and therefore, shall not be substituted.

The hot scarified material shall then be mill/remixed immediately following the application of the recycling agent to eliminate premature compaction of the hot recycled asphalt resulting in final differential compaction and to the desired longitudinal and transverse section by the use of an attached, heated, augured screed. Directly behind the screed process shall be an 8 to 12 ton roller for compaction

16.3 OVERLAY:

The application of the final wearing surface consisting of hot mix asphalt pavements, micro- paving, or chip seals follow after a prescribed interval or delay. These materials are applied with conventional equipment in conformance with standard construction methods. NOTE: Surface treatment not included in unit price (work to be done by others).

At all manholes, valve boxes, etc., the finished grade of the heater-scarifying process shall be transitioned to blend into the existing grade.

17 METHOD OF MEASUREMENT

Asphalt recycling performed and application of rejuvenating agent, at the approximate rate of 0.1 gallon per square yard. The rejuvenation agent shall be measured and paid by gallon.

18 BASIS OF PAYMENT:

Prices shall include all labor, equipment, materials, fuels, supplies, mobilization, bond and insurance required to complete the above item. Payment for heating, scarifying, application of rejuvenating agent, milling/remixing, and compaction will be made at the price bid per square yard.

19 EMULSIFIED RECYCLING AGENTS:

These specifications cover emulsified recycling agents to be used in cold mix recycling or hot in-place recycling. The final acceptance of these materials shall be based on their performance to (a) restore the aged "old" asphalt characteristics to a consistency level appropriate for construction purposes, (b) restore the aged asphalt to its optimal chemical characteristics for durability, (c) provide sufficient additional binder to coat new aggregate that is added to the recycled mixture, and (d) provide sufficient additional binder to satisfy mixture design requirements.

Note: All samples shall be shipped and stored in clean, airtight, sealed wide mouth jars or bottles made of plastic. The specific gravity of the emulsified recycling agent shall be reported for each shipment.

TEST	ASTM METHOD	MIN.	MAX.	ERA-25P / ERA-5 MIN.	MAX.
Viscosity, Saybold Furol @ 25C, sec.	D244	15	85	15	85
Storage Stability Test, 1 Day	D244	-	1.0	-	1.0
Sieve Rest, Retained On No. 20 Sieve Percent	D244	-	0.1	-	0.1
Cement Mixing, Test Percent	D244	-	2.0	-	2.0
Residue by Evaporation Percent	D244	65	-	65	-
Tests on Residue Viscosity @ 60 C cst	D2170	200	800	1000	5000
Torsional Recovery	D2170	-	-	20	-
Base Recycling Agent (ie. Prior) To emulsification	D4552	-	RA-5	RA-25	

20 TEMPORARY STREET STRIPING:

20.1 The contractors shall paint a temporary double yellow center line (4' in length at every 40') at the end of each day. At multi-lane divided locations the white 10' skip lines will have to be striped. Standard beads shall be added to all temporary striping. All temporary striping shall be a minimum of 4" wide. The locations of temporary street strip will be directed by the Engineer.

20.2 The permanent striping will be done by County force, or its requirement Contractor.

21 MATERIAL AND EQUIPMENT SPECIFICATIONS:

All work, materials, equipment, and construction methods must meet the applicable requirements and standards of the Maryland State Highways Administration (MSHA) Specifications as amended, these Specifications, and the Howard County Design Manual approved in May 7, 2007. A listing of material suppliers, MSHA approved asphalt mixture design, and equipment to be used in processing the contract will be submitted to the Bureau of Highways (410-313-7450) 15 days prior to start of construction for written approval.

22 STOP WORK ORDERS:

The authorized inspector or the Bureau of Highways has authority to reject any unsatisfactory constructions for any reason as previously stated at no cost to the County.

23 STIPULATED ITEMS:

23.1 The bid includes stipulated items for any miscellaneous work directed by the County, which is not covered by other items in the bid.

- 23.2 These items shall be measured and paid for at the contract unit price and payment shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work including cleanup.

24 QUANTITIES - PAYMENT:

Quantities shown in bid are approximate for bid purposes only. Actual payment will be made, at the unit prices bid, for actual quantity of material delivered, placed and accepted as agreed to by the Howard County Inspector in the performance of the contract and accounted for by voucher (deliver ticket). Payment will not be made until an inspection of the area placed has been made and accepted by the authorized inspector of the Bureau of Highways. Upon final inspection and approval by Howard County, the Contractor will be paid an amount equal to 90 percent of the total amount of the contract; the remaining 10 percent will be retained for a period of 90 days after complete acceptance of the contractual effort by the Inspector to assure that the quality of the paving is satisfactory and can withstand traffic without failures. In the event of any claims against the Contractor during construction or within 90 days of work completion, the County may withhold the retainage until all the claims are settled. Such payment shall constitute full compensation for all labor, materials, equipment and incidentals required to complete the work to the satisfaction of the County.

25 WARRANTY:

If the Contractor shall fail to make construction damage repairs or renewals promptly and properly after receiving notice from Howard County Bureau of Highways, Howard County shall be fully authorized to apply the whole or any part of any monies retained to any and all costs of maintenance, repairs and renewals of the work and appurtenances which may become necessary in the judgment of Howard County Bureau of Highways at any time or times during the progress of the work.

26 MAINTENANCE OF TRAFFIC:

- 26.1 The purpose of this portion of the specification is to provide for the safe and continuous maintenance of traffic (both vehicular and pedestrian) through the project site and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.
- 26.2 The Contractor will be required to adhere to the Traffic Control Plans, and to the Manual on Uniform Traffic Control Devices, (MUTCD) 1988 (and all revisions). In lieu of complying with the above, the Contractor has the option of preparing and submitting a Traffic Control Plan (TCP) of his own design. The TCP developed by the Contractor may not be utilized until it is approved, in writing, by the County.
- 26.3 Traffic must be maintained at all times throughout the entire length of the project. Only one traveled lane of the highway shall be closed at any one time.
- 26.4 Throughout the period of the contract operations, traffic will be maintained by implementing Work Zone Traffic Control Typical Plans in accordance with the latest Plans and Manuals of State Highways Administration, Maryland. All flaggers shall wear an orange vest. If flaggers are not able to see each other, two-way radio communication shall be used.
- 26.5 The signs mounted within the limits of the work zone shall be mounted in such a manner that the bottom of the sign is at least one foot off the ground.

- 26.6 The channelization devices shall be a minimum of Type II barricades or wooden drums with Type C steady burn lights (2 faces) attached to the inner barricades. The first barricade in either direction will have attached to it a Type A low intensity flashing light (two face). All Type III barricades will have attached to them two Type A Low Intensity Flashing Lights.
- 26.7 Traffic cones used on this job shall be 28" in height with the predominate color being orange in accordance with Section 6C-3 of the MUTCD. No improvisations will be accepted.
- 26.8 No equipment or materials shall be stored or permitted to stand unprotected where traffic is maintained. At the conclusion of each working day, the Contractor shall store all equipment and materials in protected areas (behind guardrail) or remove them to a minimum distance of 30 feet from where traffic is maintained.
- 26.9 The Contractor will be required to designate a traffic manager for this project and so notify the Engineer of Highways (410-313-7450) prior to any work being done. The traffic manager will be responsible for the proper implementation of the TCP and for maintaining regular surveillance over all aspects of traffic control and safety.
- 26.10 The cost of maintenance of traffic shall be paid by each day. This will include all costs associated with the maintenance of traffic including the furnishing, placement, maintenance, removal, related labor, tools, equipment and incidentals such as temporary signs, lights, cones, flags, vests, traffic manager, etc.
- 26.11 With the appropriate traffic control and appurtenances, the Contractor will be permitted to work between "Sunrise and Sunset" with the following exceptions: there will be no work allowed on this project that requires a traffic lane to be closed between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., unless permission is granted by the County. Also full traffic capacity must be restored at the end of each workday.
- 26.12 Howard County reserves the right to modify or explain the methods of traffic control specified herein and to restrict the working hours if, in the opinion of the Engineer, the Contractor's operations are a detriment to traffic during rush hour periods.
- 26.13 Failure to comply with this section will result in an immediate order to stop work at no expense to the County.

27 SCHEDULE OF QUANTITIES, MEASUREMENT AND PAYMENT:

The schedule of quantities as tabulated on the following sheets is approximate only. Measurement and payment for the quantity items shall be as stated bids in Document "F".

TECHNICAL **SPECIFICATIONS**

The work to be performed under this contract shall be on an as needed basis. Samples of roads:

ROAD NAME	FROM	TO
TRIADELPHIA ROAD	RTE 144	TRIADELPHIA MILL ROAD
GUILFORD RD	RTE 108	NEW PAMT
HALL SHOP RD	GUILFORD RD	SIMPSON RD
BROWNS BRIDGE RD	HALL SHOP RD	COUNTY LINE
LIME KILN RD	RTE 216	COUNTY LINE
LANDING RD	ILLCHESTER RD	WOODON CT
MISSION RD	RTE 1	GUILFORD RD
MONTGOMERY RD	RUXTON CT	I-95 BRIDGE
HARDY RD	FREDERICK RD	ST. MICHAEL RD
WOODBINE RD	TRAFFIC CIRCLE	COUNTY LINE
SHAFFERS MILL RD	FLORENCE RD	SHAFFERSVILLE RD
FLORENCE RD	LONGCORNER RD	SHAFFERS MILL RD
FLORENCE RD	SHAFFERS MILL RD	NEW CUT RD
FLORENCE RD	NEW CUT RD	MULLINIX MILL RD
FLORENCE RD	MULLINIX MILL RD	SHAFFERSVILLE RD
FLORENCE RD	SHAFFERSVILLE RD	ST MICHAEL RD
FLORENCE RD	ST MICHAEL RD	WOODBINE RD
FLORENCE RD	WOODBINE RD	JENNINGS CHAPEL RD
FLORENCE RD	JENNINGS CHAPEL RD	ED WARFIELD RD
FLORENCE RD	ED WARFIELD RD	DAISY RD
MARRIOTTSVILLE RD	RTE 40	RTE 144
HIVILAND MILL RD	BRIGHTON DAM RD	COUNTY LINE
SIMPSON RD	HALL SHOP RD	PINDEL SCHOOL RD

SAMPLE
DOCUMENTS TO BE
EXECUTED UPON
CONTRACT AWARD



HOWARD COUNTY, MARYLAND
PERFORMANCE BOND

Principal

Business Address of Principal

Surety

Obligee

HOWARD COUNTY, MARYLAND

a corporation of the State of _____
and authorized to do business in the State of
Maryland

Penal Sum of Bond (express in words and figures)

Date Bond Executed

Contract Number:

KNOW ALL MEN BE THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liabilities is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with Howard County, Maryland, which Contract is described and dated as shown above. The contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or to the Plans, Specifications, General Provisions, Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract," which is specifically incorporated herein be reference as if fully set forth herein, including but not limited to the Choice of Law and Forum provisions of the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the County.

NOW, THEREFORE, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. The Principal shall well and truly perform the Contract, including all warranty or guarantee obligations, and shall discharge any and all liability for latent defects, for which the Surety shall also be liable;
2. The Principal and Surety shall comply with the terms and conditions of this Performance Bond;
3. If the Obligees notifies both the Contractor and the Surety at their addresses described in this Bond that the Obligees is considering declaring the Contractor in default of the Contractor's obligations under the Contract, then, the Surety, at the Obligees's request, shall arrange a conference with the Principal and the Obligees to discuss methods of performing the Contract. If the Obligees, Principal and the Surety agree, the Principal shall be allowed a reasonable time, as determined by the rights to declare the Principal in default under the contract and terminate the Principal's right to proceed or to avail itself of any other right or remedy under the Contract;
4. If the Obligees declares the Contractor in default and terminates the Principal's right to proceed prior to final acceptance, then the Surety shall:
 - a. Undertake to perform and complete the Contract itself through its agents or through independent contractors; or
 - b. Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligees with a contractor selected with the Obligees's concurrence and acceptable to the Obligees to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees, and pay to the Obligees the cost of completion of the contract in excess of the Balance of the Contract price; or
 - c. If the cost to complete the Contract is in excess of the Balance of the Contract price plus the Penal Sum of the Performance Bond, then either obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the contract, arrange for a contract to be prepared for execution by the Obligees with the contractor selected with the Obligees's concurrence and acceptable to the Obligees, to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees and pay to the Obligees the excess cost of completion up to Penal Sum of the Bond as the excess costs are incurred by the Obligees; or pay to the Obligees the Penal Sum of the Bond within thirty (30) days of the date when the Surety determines the cost to complete the Contract is in excess of the sum of the Penal Sum of the bond and the Balance of the Contract price.
5. If the Surety complies with the obligations contained in paragraph 4 of this Bond, then, the Surety's liability shall be limited to the Penal sum of its bond.

6. If the Surety contests the propriety of the default and termination of the Principal's right to proceed, the Surety shall, nevertheless, comply with the obligations contained in paragraph 4 of this Bond but, in that event, the Surety shall be entitled to exercise all of the Principal's remedies under the Contract, including but not limited to asserting any and all claims which the Principal may have.
7. The balance of the contract Price shall be the total amount payable by the Obligor to the Principal under the Contract after adjustments for any approved change orders, including allowance to the Principal of any amounts received or to be received by the Obligor in settlement of insurance or other claims for damage to which the Contractor is entitled, reduced by all payments properly made to and on behalf of the Principal under the Contract and less any deductions made by the Obligor under the Contract for any damages for which the Principal may be liable to the Obligor under the Contract.
8. If, after notice of default under the contract and termination of the Principal's right to proceed, the Surety does not comply with the obligations contained in paragraph 4 of this Bond, then the Obligor, within fifteen (15) days after notice to the Surety, may have the remaining Contract work completed and the Surety shall be liable for all completion costs and other costs and damages that the Obligor may incur as a result of the Surety's failure to comply with the terms of this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations under the Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the Bond, without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided for in said change order.

The Performance Bond shall be governed by and construed in accordance with laws of the State of Maryland exclusive of its choice of law rules and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to the Performance Bond. It is specifically understood and agreed that this Bond shall be a sealed instrument for all purposes. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal of Surety name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of the Bond shown above.

In Presence of: Individual Principal
Witness
..... as to(SEAL)

Presence of: Co-Partnership Principal
Witness
.....(SEAL)
(Name of Co-Partnership)

..... as to By:.....(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
.....
Attest: (Name of Corporation)

..... AFFIX
By:..... CORPORATE
Corporate Secretary President SEAL

.....
(Surety)

Attest: (SEAL) By:..... AFFIX
CORPORATE
SEAL

.....
Signature Title:.....

Bonding Agent's Name:.....
(Business Address of Surety)

Agent's Address:.....



HOWARD COUNTY, MARYLAND
PAYMENT BOND

Principal

Business Address of Principal

Surety

Obligee

HOWARD COUNTY, MARYLAND

a corporation of the State of _____
and authorized to do business in the State of
Maryland

Penal Sum of Bond (express in words and figures)

Date Bond Executed

Description of Contract

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of Claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, out heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, out successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Contract with Howard County, Maryland, which Contract is described and dated as shown above, and incorporated herein be reference. The contract and all items incorporated into the modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the Oblige.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all sums justly due, labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials in the prosecution of the work provided for in the Contract entitled to the protection provided by Sec. 17-101, et seq., State Finance and Procurement Article of the Annotated Code of Maryland ("Maryland Little Miller Act").
2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every Claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the Maryland Little Miller Act, sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland exclusive of its choice of laws rules and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of this Bond shown above.

In Presence of: Individual Principal
Witness
..... as to(SEAL)

In Presence of: Co-Partnership Principal
Witness
.....(SEAL)
(Name of Co-Partnership)
..... as to By:.....(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
.....
Attest: (Name of Corporation)
..... AFFIX
By:..... CORPORATE
Corporate Secretary President SEAL

.....
(Surety)
Attest: (SEAL) By:..... AFFIX
CORPORATE
SEAL

.....
Signature Title:.....

Bonding Agent's Name:.....
(Business Address of Surety)

Agent's Address:.....

**HOWARD COUNTY, MARYLAND
CONTRACTOR AGREEMENT**

THIS AGREEMENT ("Contract"), is made this _____ day of _____ in the year _____, by and between [Insert Name of Contractor _____, Insert Contractor's Address _____, Insert Phone # _____] ("the Contractor"), and HOWARD COUNTY, MARYLAND, ("the County") as a result of Invitation for Bid No. _____ - _____.

RECITALS

This Agreement is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 7 of this Agreement. The Contractor has been notified of award, for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the prices and rates respectively named in the attached proposal (also referred to as Contractor's "Bid").

This Agreement fulfills the conditions of the Contract's award, which provides that a formal contract should be executed by and between the Contractor and the County evidencing the terms of the award.

AGREEMENTS

1. The Contractor covenants and agrees with the County that it will well and faithfully construct the project known as [Insert Contract Title _____] work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the prices and rates respectively named in the attached proposal. The Contractor further covenants and agrees that it will well and faithfully comply with and perform each and every obligation imposed upon him by the Contract Documents, or the terms of the award.
2. The Contractor covenants and agrees that its obligations pursuant to the Contract Documents include but are not limited to the furnishing of all material, labor, equipment, supplies, plant, tools, and all other services, facilities and expenses necessary for the full operational performance and completion of the requirements of the Contract Documents.
3. The County agrees that it will pay the Contractor, when due and payable under the terms of said Contract Documents and of said award, the sums set forth in Contractor's proposal, and the Contractor agrees that it will well and faithfully comply with and perform each and every obligation imposed upon it by this Agreement.
4. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of _____ Dollars (\$ _____) during the entire term of this Agreement. [insert if applicable, including renewals thereof.]
5. The Contractor (if a corporation), hereby certifies that it is a Maryland corporation in good standing or a foreign corporation registered to do business in Maryland with the Maryland State Department of Assessments and Taxation.
6. The Contractor hereby certifies that it has read and understands the provisions of the Howard County Charter dealing with conflicts of interest.
7. The Contractor and County agree that the following enumerated documents, collectively referred to as Contract Documents, are all essential documents of this Agreement and are made a part hereof as if fully set forth herein:

- 7.1. Contractor Agreement
- 7.2. General Conditions for Construction and Applicable Addenda
- 7.3. Proposal and Special Provisions
- 7.4. Instructions to Bidders
- 7.5. Bid Form
- 7.6. Performance Bond No. _____
- 7.7. Labor and Materials Payment Bond No. _____
- 7.8. All Drawings and Specifications
- 7.9. All Addenda duly issued prior to submission of Bids
- 7.10. All Change Orders duly issued
- 7.11. Any amendments to the Contract duly executed by both parties, and
- 7.12. Additional documents listed on any Addendum attached hereto.

8. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement; including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

9. Term. All proposed work shall be completed within 120 calendar days from notice to proceed

10. Ethics.

SECTION E
Invitation for Bid No. 2016-01

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment A, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment A.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

This Agreement is made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

ATTEST:

APPROVED AND AGREED TO:
[INSERT LEGAL NAME OF CONTRACTOR]

Secretary

Print Name

By: _____(SEAL)
Title: _____

ATTEST:

APPROVED:
HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Allan H. Kittleman
County Executive

APPROVED FOR LEGAL SUFFICIENCY:

Margaret Ann Nolan
County Solicitor

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

James M. Irvin
Director of Public Works

ATTACHMENT A TO CONTRACTOR AGREEMENT

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

- (4) (i) Subsection (4)(ii) does not apply to a gift:
- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
 - d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
 - g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

BID SUBMITTALS

HOWARD COUNTY, MARYLAND

BID SUBMITAL CHECKLIST

**HOT-IN-PLACE RECYCLING PROGRAM
CAPITAL PROJECT NO. H-2017**

NAME OF CONTRACTOR: _____
(Please Print or Type)

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise?

☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

This package contains the following items:

_____ BID FORMS (Including Total Amount of Bid form, Addendum Identification and
Acknowledgment form and Schedule of Prices)
_____ RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION
_____ CORPORATION INFORMATION SHEET
_____ QUALIFICATIONS QUESTIONNAIRE (Must be completed by all bidders)
_____ AFFIDAVIT
_____ FOREIGN SERVICES DISCLOSURE FORM
_____ EQUAL BUSINESS OPPORTUNITY (EBO) SCHEDULE OF PARTICIPATION
_____ WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS FORM
_____ BID BOND OR CERTIFIED CHECK (Forms provided by the Bonding Agency)

THIS PACKAGE – SECTION F, MUST BE SUBMITTED IN DUPLICATE (1 ORIGINAL AND 1 COPY) TO THE OFFICE OF PURCHASING, GATEWAY BUILDING, 6751 COLUMBIA GATEWAY DRIVE, SUITE 501, COLUMBIA, MD 21046 ON OR BEFORE:

JULY 22, 2015 at 2:00 p.m.

BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS IN A SEALED ENVELOPE PLAINLY MARKED TO INDICATE ITS CONTENTS OR IN AN ENVELOPE FURNISHED BY THE COUNTY AND TO ENTER THE PROJECT NAME, CAPITAL PROJECT NUMBER (CONTACT NUMBER IF APPLICABLE) AND BID OPENING TIME AND DATE ON THE ENVELOPE.

HOWARD COUNTY, MARYLAND

TOTAL AMOUNT OF BID FORM

**HOT IN PLACE RECYCLING PROGRAM
CAPITAL PROJECT NO. H-2017**

The Bidder declares that the only person, firm or corporation or persons, firms, or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection, collusion, or agreement with any person, firm, or corporation making a proposal for the same work to bid a fixed or uniform price, that the attached specifications and form of contract therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Howard County, Maryland, Department of Public Works, in the form of contract hereto attached to do the required work in the manner set forth in the specifications.

Made this _____ day of _____, 20_____

(FIGURES) TOTAL AMOUNT OF BID

NAME OF CONTRACTOR _____

ADDRESS _____

SIGNED _____

NAME OF COMPANY OFFICIAL (Print or Type) _____

TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

FAX _____

All proposed work shall be completed within 90 calendar days from the date specified in the Notice to Proceed.

The amount of liquidated damages for this contract shall be \$500.00 per calendar day.

Accompanying this Proposal is a bid bond or certified check for 5% percent of the bid price payable to the "Director of Finance, Howard County", which is to be forfeited, as liquidated damages in the event that this Proposal is accepted and the above signed bidder shall refuse or neglect to execute the Contract and furnish the stipulated Bond under the conditions and time set forth in the Specifications.

HOWARD COUNTY, MARYLAND

ADDENDUM IDENTIFICATION AND ACKNOWLEDGMENT

**HOT IN PLACE RECYCLING PROGRAM
CAPITAL PROJECT NO. H-2017**

Bidder shall identify by number, date and number of pages the following addenda and agree that the costs shown in the proposal reflect all changes made by addenda.

<u>NO.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF CONTRACTOR: _____

HOWARD COUNTY, MARYLAND

SCHEDULE OF PRICES

INVITATION FOR BID NO. 2016-01

**HOT-IN-PLACE RECYCLING PROGRAM – FY16
CAPITAL PROJECT H-2017
PROPOSAL FORM
SCHEDULE OF PRICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE DOLLARS CENTS		TOTAL PRICE DOLLARS CENTS	
1	Mobilization	LS	1				
2	Maintenance of Traffic	DAY	90				
3	Hot-in-Place Recycling, up to 2-inch Depth (100,000 to 299,999 SY)	SY	299999				
4	Hot-in-Place Recycling, up to 2-inch Depth (Over 300,000 SY)	SY	300000				
5	Rejuvenating Agents	GAL	30000				
6	Liquid Asphalt Adjustment	EA	150000	1	00	150,000	00
7	Information Sign	SF	500				
8	Temporary Street Striping	LF	5000				
9	Portable Variable Message Sign	EA	150				
10	Const. Road Repair, Def Scope Price (Contract/Bid)	EA	1	1	00	1	00
BID TOTAL		\$ _____ (Figures)					

STIPULATED ITEM:

1. Superpave, PG64-22, 9.5 mm (Section 504, MSHA) -----\$120/TON
2. Superpave, PG64-22, 12.5 mm (Section 504, MSHA)-----\$110/TON
3. Deep Patch (PG 64-22, 9.5 mm, up to 4-inch) (Section 505, MSHA) -----\$120/TON
4. Cold Patch ----- \$120/TON

NOTES:

1. Invoices for payment must reference Contract No. and purchase order No.
2. All documents in Document “F” must be submitted for bid.
3. Award may be less than quantities shown due to budgetary limitations.
4. Award will be made based on low bid meeting all requirements stated in general and special provisions.

HOWARD COUNTY, MARYLAND
CORPORATION INFORMATION SHEET

1. CORPORATE NAME:_____
2. CORPORATE ADDRESS:_____

3. PRINCIPAL BUSINESS OFFICE ADDRESS:_____

TELEPHONE:_____FAX:_____
4. NAME AND ADDRESS OF RESIDENT AGENT:_____
5. DATE OF INCORPORATION:_____STATE OF INCORPORATION:_____
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES _____NO _____
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND?
YES _____NO _____
8. IS THIS A CLOSE CORPORATION? YES _____NO _____
9. MD STATE ASSESSMENT REGISTRATION NO.:_____
10. TAXPAYER IDENTIFICATION NUMBER:_____

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAME AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH INDIVIDUAL PAGES, IF NECESSARY):
NAME & TITLE:_____
ADDRESS:_____
NAME & TITLE:_____
ADDRESS:_____
NAME & TITLE:_____
ADDRESS:_____
NAME & TITLE:_____
ADDRESS:_____
12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

(Authorized Signature) _____(Date)_____
(Type or Print Name) _____(Title)_____

HOWARD COUNTY, MARYLAND

QUALIFICATIONS QUESTIONNAIRE

**HOT-IN-PLACE RECYCLING PROGRAM
CAPITAL PROJECT NO. H-2017**

Name of Contractor: _____ **Date:** _____

Address: _____

Telephone Number: _____

BIDDER'S/CONTRACTOR'S QUALIFICATIONS

Items 1 through 5 mirror Section A, Paragraph 6)

1. Bidders shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least 5 years of demonstrated experience of reliability and meets the criteria set forth herein.
2. The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
3. The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
4. The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
5. Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

1. BIDDER'S CONSTRUCTION EXPERIENCE, list most recent first.

(a) Most Recent Work:

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. BIDDER'S CONSTRUCTION EXPERIENCE (continued), list most recent first.

(b) Next Most Recent Work:

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. BIDDER'S CONSTRUCTION EXPERIENCE (continued), list most recent first.

(c) Next Most Recent Work:

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. BIDDER'S CONSTRUCTION EXPERIENCE (continued), list most recent first.

(d) Next Most Recent Work:

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. BIDDER'S CONSTRUCTION EXPERIENCE (continued), list most recent first.

(e) Next Most Recent Work:

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

2. NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:

For each key personnel listed, the bidder shall indicate on which efforts identified above (1a, 1b, 1c, etc.) the key personnel worked and their responsibilities on that project.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

3. NAMES AND TELEPHONE NUMBERS OF EMERGENCY RESPONSE SUPERVISORY PERSONNEL AVAILABLE 24 HOURS/DAY 365 DAYS/YR.

[illegible]

4. LIST OF MAJOR EQUIPMENT TO WHICH THE BIDDERS OWNS OR HAS ACCESS:
(Provide attachment for this item if necessary.)

5. BIDDERS BONDING CAPABILITY: _____

6. OTHER INFORMATION CONSIDERED PERTINENT:

Signature

Date

Name of Contractor

Title

Email Address

HOWARD COUNTY, MARYLAND

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

CAPITAL PROJECT NO. H-2017

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON CONTRACTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

[Howard County - Equal Business Opportunity List of Firms A-Z](http://www.mdot.state.md.us/MBE_Program/index.html)
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



HOWARD COUNTY, MARYLAND EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION FORM

COUNTY USE ONLY

EBO APPROVAL

CONTRACT TITLE: HOT-IN-PLACE RECYCLING PROGRAM		
SOLICITATION # IFB-2016-01	CAPITAL PROJECT # H-2017	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:			
ADDRESS:			PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:	CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS			
INSTRUCTIONS FOR COMPLETING THIS FORM			
<ul style="list-style-type: none"> Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors. This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal. *EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled) 			

SUBCONTRACTOR NAME:					
ADDRESS:					PHONE:
CONTACT REPRESENTATIVE:				EMAIL:	
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS					
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

SUBCONTRACTOR NAME:					
ADDRESS:					PHONE:
CONTACT REPRESENTATIVE:				EMAIL:	
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS					
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY
REQUEST FOR SUBCONTRACTING WAIVER

NAME OF CONTRACTOR: _____

TITLE: HOT-IN-PLACE RECYCLING PROGRAM

SOLICITATION NUMBER: IFB-2016-01

I do hereby request that an exception be granted to the requirement that a minimum of percent of the total value of this contract be placed with MBE/WBE/DBE firms.

In connection with the above captioned project, and this request, I hereby certify that I am the _____
(TITLE)

and duly authorized representative of _____
(COMPANY NAME)

at _____
(ADDRESS)

I further certify that I have enclosed a Schedule of Participation by MBE/WBE/DBE firms, which reflects the percentage and dollar value of MBE/WBE/DBE participation, which my company expects to achieve for this contract. That percentage is ____ and the dollar value is \$_____.

Therefore, the Request for Exception is for _____percentage and \$_____ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief (Include the following. Use as many pages as necessary):

1. A statement of the efforts made by your company to contact and negotiate with MBE/WBE/DBE firms, including the names, addresses, and telephone numbers of MBE/WBE/DBE firms contacted and a description of the information provided to MBE/WBE/DBE firms regarding the plans and specifications for portions of the work to be performed.
2. A statement of the efforts made by your company to select portions of the work proposed to be performed by MBE/WBE/DBE firms in order to increase the likelihood of achieving the stated goal.
3. For each MBE/WBE/DBE firm which placed a bid which your company considers to be unacceptable, submit a statement which explains the basis for your conclusion that the MBE/WBE/DBE firm is unacceptable.

(SIGNATURE)

(DATE)

Information on Howard County, Maryland's Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

Current Living Wage Rate in Howard County

As of January 26, 2015, the Living Wage Rate is **\$14.57 per hour**.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 26, 2015, the Federal HHS Poverty Guideline was published as \$24,250 for a family of 4 (see www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$24,250 = \$30,312.50 \quad \$30,312.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.57 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts
Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub-Contr.	Section 1: Exemptions
Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.		
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	Contract was awarded under a cooperative procurement with another government or organization of governments.

Check here ☐ if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

Section 2: Certifications	
	<ul style="list-style-type: none">• If you checked any exemptions in Section 1, skip this section and continue to Section 3.• If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
---------------------------------------	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Contract Title: HOT-IN-PLACE RECYCLING PROGRAM		Buyer's Initials: RAB
	Contract No:	Renewal No:	
	Solicitation: IFB-2016-01	Capital Project: H-2017	

